

FRC, LLC

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This tariff contains the rates, terms, and conditions applicable for the furnishing of telecommunications services provided by **FRC, LLC**, with principal offices located at 1500 Hampton Street, Suite 100, Columbia, South Carolina 29201.

This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

Issued: _____, 2008

Effective: _____, 2008

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEET	REVISION
1	Original
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EXPLANATION OF SYMBOLS

- (C)** - To signify changed rule, regulation, or condition.
- (D)** - To signify discontinued or deleted rate, regulation, or condition.
- (I)** - To signify an increased rate or charge.
- (M)** - To signify material relocated from or to another part of tariff with no change in text, rate, rule, or condition.
- (N)** - To signify new material, including a listing, rate, rule, or condition.
- (R)** - To signify a reduction in a rate or charge.
- (T)** - To signify a change in wording of text but no change in rate, rule, regulation, or condition.
- (Z)** - To signify a correction.

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TARIFF FORMAT

- A. **Page Numbering** – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the South Carolina PSC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Consult the Check Page for the page currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest Check Sheet to determine if a particular sheet is the most current on file with the Commission.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement that connects the customer's location to a Carrier switching center or point of presence.

Application for Service – A standard order form that includes all pertinent billing, technical, and other descriptive information that will enable the Carrier to provide the communications service as required.

Authorized User – A person, firm, corporation, or other entity authorized by the Customer to receive or send communications.

Certificated – means the holder of a certificate of public convenience and necessity or other certificate issued by the Commission authorizing such holder to provide Telecommunications Service in the State of South Carolina.

Commission – The South Carolina Public Service Commission.

Company or Carrier – FRC, LLC.

Customer – The person, firm, corporation, or other entity that orders, cancels, amends, or uses service and is responsible for payment of charges due and for compliance with the Company's tariff.

ILEC - The Incumbent Local Exchange Carrier.

LEC - Local Exchange Company.

Local Calling Area - The area within which telecommunication service is furnished to customers under a specific schedule or exchange access rates. A local calling area may include one or more exchange service areas or portions of exchange service areas.

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Local Exchange Services - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

ORS – Refers to the South Carolina Office of Regulatory Staff.

Resold Local Exchange Service - A service composed of the resale of exchange access lines and local calling provided by other authorized LECs, in combination with Carrier-provided usage services, miscellaneous services or interstate/international services.

Telecommunications Company – means any Certificated person, firm, partnership, corporation, association, or municipal, county or local governmental entity offering Telecommunications Services to the public for hire.

Telecommunications Services – means services for the transmission of two-way interactive communications to the public for hire.

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SECTION 2 – RULES AND REGULATIONS**2.1 Undertaking of Carrier**

Carrier's services are offered pursuant to this tariff are furnished for services among specified points within a Local Calling Area. The Carrier may offer these services over its own or resold facilities.

Carrier installs, operates, and maintains the services provided hereunder in accordance with the terms and conditions set forth under this tariff. It may act as a Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by a Customer to allow connection of a Customer's facilities with Carrier's facilities. Carrier's services are provided on a monthly basis, unless ordered or contracted for on a longer-term basis, and are available twenty-four (24) hours per day. The Customer shall be responsible for all charges due for such service arrangement as listed in Section 4.2, as well as any pass-through charges billed by other carriers or entities.

2.2 Limitations

- 2.2.1.** Service is offered subject to the availability of facilities and equipment and to the provisions of this tariff.
- 2.2.2.** Carrier reserves the right to discontinue furnishing service, or limit the use of service, when necessitated by conditions beyond its control, or when the Customer is using service in violation of the law or the provisions of this tariff.
- 2.2.3.** All facilities provided under this tariff are directly controlled by Carrier and a Customer may not transfer or assign the use of the service or facilities, except with the express written consent of Carrier. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4.** Prior written permission from Carrier is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

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2.3 Limitation of Liabilities of the Company

- 2.3.1.** Carrier's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission that occur in the course of furnishing services or facilities, which is not caused by the negligence of Carrier's employees or agents, in no event shall exceed an amount equal to the proportionate charges to the Customer for the period during which a fault in transmission occurs.
- 2.3.2.** The Carrier shall not be liable for claim or loss, expense or damage (including direct, special, or consequential damages), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Carrier, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Carrier's direct control.
- 2.3.3.** Customers shall indemnify and hold Carrier harmless against:
- A. Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Carrier's facilities.
 - B. All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by Carrier.
- 2.3.4.** The Commission's acceptance of the liability provisions contained in this tariff does not constitute its determination that the limitation of liability imposed by the Carrier should be upheld in a court of law. Rather, it is more properly construed as a recognition that because it is the duty of the courts to adjudicate negligence claims and rights to recover damages therefor, it is, therefore, the duty of the courts to determine the validity of the exculpatory provisions of this tariff.
- 2.4. Deposits.** Deposits may be required from Customers whose credit history is unacceptable or unavailable. Deposits are collected in accordance with S.C. Code Regs. 103-621.

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2.5. Advance Payments

2.5.1 Recurring Charges. The Carrier reserves the right to collect advance payments. The amount of the advance payment will not exceed one (1) month's charges. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

2.5.2. Nonrecurring Charges. The Carrier reserves the right to require pre-payment of nonrecurring charges in such amount as may be deemed necessary by the Carrier. In addition, where special construction is involved, advance payment of the quoted construction charges may be required at the time of application for service.

2.6. Interruption of Service

2.6.1. Credit allowance for the interruption of service that is not due to Carrier's testing or adjusting, negligence of a Customer or the failure of channels or equipment provided by a Customer are subject to the general liability provisions set forth in 2.3.1. herein. It shall be the obligation of the particular Customer to notify the Carrier immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer and connected to Carrier's facilities. The Carrier will keep records of interruptions of service. These records will contain the date, time, duration, and reason for interruption. These records will be made available to ORS upon request.

2.6.2. For purposes of credit computation for leased facilities, every month shall be considered to have seven hundred twenty (720) hours.

2.6.3. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

2.6.4. A Customer shall be credited for an interruption of two (2) hours or more at the rate of $1/720^{\text{th}}$ of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

$$\text{Credit Formula:} \quad \text{Credit} \frac{A}{720} \times B$$

A – Outage time in hours.

B – Total monthly charge for affected facility.

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- 2.7. Restoration of Service.** The use and restoration of service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.
- 2.8. Contested Charges.** All bills are presumed accurate, and shall be binding on the Customer unless objection is received by Carrier, in writing or orally, within the applicable statute of limitations. No credits, refunds, or adjustments shall be granted if demand therefor is not received within such limitation period. Carrier will promptly investigate and advise the Customer as to its findings and disposition. Any undisputed charges billed by Carrier to Customer must be paid on a timely basis.
- 2.9. Equipment.**
- 2.9.1.** The Company's facilities and service may be used with or terminated in Customer provided terminal equipment or Customer-provided communications systems, such as a PBX or key systems. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.
- 2.9.2.** The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, disconnect, rearrange, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.9.3.** Equipment the Company provides or installs at the Customer's premises for use in connection with services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.9.4.** The Customer shall be responsible for payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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- 2.9.5.** The Company shall **not** be responsible for the installation, operation, or maintenance of any Customer-provided equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall **not** be responsible for the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission or the reception of signals by Customer-provided equipment.
- 2.9.6.** Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in the section for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of such facilities and equipment to Company-provided facilities and equipment.
- 2.9.7.** Title to all facilities provided by the Company under this tariff shall remain in the Company's name or in the name of the carrier supplying the services and facilities being resold.

2.10 Payment for Service.

- 2.10.1.** The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an authorized user of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of the Commission.
- 2.10.2.** The Company's billing invoices will be considered correct and binding upon the Customer if no written notice is received from the Customer within thirty (30) days of the date of the invoice. Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. All adjustments to customer billing will conform to S.C. Code Regs. 103-623.
- 2.10.3.** Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

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2.11. Cancellation by the Customer. Pending proper identification, the Customer may cancel service by providing notice to the Company.

2.12. Refusal or Discontinuance by the Company.

- 2.12.1.** The Company may refuse, suspend, or discontinue service under the following conditions without incurring any liability provided that, unless otherwise stated, the Customer shall be given seven (7) days written notice to comply with any rule or to remedy any deficiency.
- 2.12.2.** For non-compliance with or violation of any State, municipal, or Federal law, ordinance, or regulation pertaining to telecommunications service.
- 2.12.3.** For use of telecommunications service for any property or purpose other than that described in the application.
- 2.12.4.** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- 2.12.5.** For noncompliance with or violation of a Commission regulation or the Company's rules and regulations on file with the Commission.
- 2.12.6.** For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer. However, residential basic local service shall not be disconnected for nonpayment for at least 30 days from the date of the bill, and the Company has given the Customer a written notice of the proposed disconnection at least five (5) days before the date of disconnection.
- 2.12.7.** Without notice in the event of Customer or authorized user use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- 2.12.8.** Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- 2.12.9.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company

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may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.12.10. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services.

2.13. Interconnection. Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

2.14. Inspection, Testing, and Adjustment. Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.15. Below is the address, telephone number, and facsimile number to which consumer inquiries or complaints regarding contested charges should be directed:

FRC, LLC
1500 Hampton Street, Suite 100
Columbia, South Carolina 29201
Phone: (803) 726-8300
Fax: (803) 726-4092

2.16. Any disputed charges that cannot be resolved between a Customer and Carrier may be submitted to the Consumer Services Department of the ORS at the following:

South Carolina Office of Regulatory Staff
Consumer Services Division
1441 Main Street, Suite 300
Columbia, South Carolina 29201
Phone: (803) 737-5230
Toll-Free: 1-800-922-1531

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Fax: (803) 737-4750

2.17. Billing Entity Conditions. When billing functions on behalf of Carrier or its intermediary are performed by local exchange telephone companies, credit card companies, or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply.

2.18. Taxes. All federal, state, and local taxes (*e.g.*, excise tax, sales tax, municipal utilities tax) are billed as separate line items and are not included in the quoted rates.

2.19. Reconnection Charge.

A reconnection fee per occurrence may be charged when service is re-established for Customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged. If a Customer premises visit is required, an additional fee may be charged. Reconnection charges are listed in Section 4.2.

2.20. Late Payment Charges.

A late payment charge of 1.5% of unpaid balance after 30 days may be charged per month.

2.21. Special Construction.

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
2. of a type other than that which the Company would normally utilize in the furnishing of its services;
3. over a route other than that which the Company would normally utilize in the furnishing of its services;
4. in a quantity greater than that which the Company would normally construct;
5. on an expedited basis;
6. on a temporary basis until permanent facilities are available;
7. involving abnormal costs; or

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8. in advance of its normal construction.

The Customer will be charged for the special construction based upon engineering, labor, and cost of materials. An estimate will be provided to the Customer before any construction is undertaken.

- 2.22. Promotions.** If the Company plans to offer any promotions, such promotions must be filed with the Commission prior to implementation.
- 2.23. Cost of Collection and Repair.** The Customer is responsible for recovery costs of Company provided equipment and any expenses required for repair or replacement of damaged equipment.
- 2.24. Returned Check Charges.** A fee in the amount allowed by S.C. Code Ann. § 34-11-70 will be charged whenever a check or draft presented for service is not accepted by the institution on which it is written.
- 2.25. Service Implementation.** Absent a promotional offering, service implementation charges as listed in Section 4.2 will apply per service order to a new service order or to orders to change existing service as specified in Section 4.2.

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SECTION 3 – DESCRIPTION OF SERVICE

3.1. Local Service Areas. The Carrier will provide services within the State of South Carolina. The Carrier concurs in the local calling areas defined in the local exchange tariff of the ILEC for the geographic area being served.

3.2. Product Descriptions.

The Company will provide data connection services to Customers at data connection speeds ranging from 4 Mbps to 10 Gbps, plus SONET-based bandwidths ranging from T1 to OC-192. Compatible Customer Premises Equipment (“CPE”) may be required for this service. Customers may purchase compatible CPE equipment under separate contract or lease arrangements. The Company is not obligated to provide maintenance for Customer-provided CPE and will not assume responsibility for non-compliant equipment.

3.2.1. Business Services.

3.2.1.1 Type I and Type II Services

Services may be provided as either Type I or Type II Services, depending upon the availability of facilities. Type I Service rates apply when both endpoints of the channel are served by the Company's network. Type II Service rates apply when the endpoints of the transmission channel are served by another local exchange carrier's network. Because Type II Service prices are dependant upon another LEC's facilities, they will be provided at the sole discretion of the Company and priced on an Individual Case Basis (“ICB”), applied in a nondiscriminatory manner.

3.2.1.2. Private Line Service.

The Company will provide Private Line Services on a non-switched basis. A Private Line is a direct circuit or channel specifically dedicated to the use of an end user organization or a Telecommunications Company for the purpose of directly connecting two or more sites in a multisite enterprise.

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3.2.1.3. Special Access Service.

The Company will provide Special Access Services on a non-switched basis. Special Access Services are the provisioning of private, dedicated circuits which run from or to a Telecommunications Company's Point of Presence ("POP") or from an end user to its Telecommunications Company's POP. Such Special Access Services are dedicated circuits running between POPs of a single Telecommunications Company, from one Telecommunications Company's POP to the POP of another Telecommunications Company, or from an end user to its Telephone Company's POP.

3.2.2. Residential Services.

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3.3. Individual Case Basis Arrangements.

Arrangements may be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this Tariff. The Carrier's rates will be offered to the Customer in writing and on a non-discriminatory basis. The applicable regulations, rates, charges, and other terms and conditions will be provided pursuant to the terms prescribed in the Tariff. All such arrangements will be kept on file in the Carrier's offices and will be provided to the Commission and/or the ORS upon request.

3.4. Special Promotions.

Company may, from time to time, waive or vary the rates and charges associated with certain services for promotional, market research, or other similar business purposes. In no case shall the varying rates and charges exceed the rates and charges listed in the tariff for the same services. The Company may, from time to time, engage in special promotional trial service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular tariff offering. The Company will file all promotions in transmittal letter format with the Commission and the ORS. Promotions will not be published in the Company's tariff.

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3.5 Marketing Practices and Marketing Guidelines.

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company does hereby assert and affirm that, as a provider of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a Rule to Show Cause as to the withdrawal of its certification.

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SECTION 4 – RATES AND CHARGES**4.1. Calculation of Rates.**

Services will be offered on an individual case basis (“ICB”) arrangement and entitle the Customer to service as specified in Section 4.2 of this Tariff. The Carrier’s rates will be offered to the Customer in writing and on a non-discriminatory basis. The applicable regulations, rates, charges, and other terms and conditions will be provided pursuant to the terms prescribed in the Tariff. All such arrangements will be kept on file in the Carrier’s offices and will be provided to the Commission and/or the ORS upon request.

Negotiated rates will include the provision of initial diagnostics required to determine whether a service problem is caused by facilities for which the Carrier is responsible or facilities for which the Customer is responsible. Service, however, does not include the provision of actual repairs to facilities for which the Customer is responsible, nor does it provide specific diagnostics regarding the facilities for which the Customer is responsible.

4.2. Business Services.**4.2.1. Private Line Services; Special Access Services.****Recurring Charges**

Company will provide service on an ICB basis. Based on a Customer’s requirements, a Customer may be offered a discount off of any applicable rates. The Company requires a minimum Aerial Mile per Line of 35 Aerial miles.

DS-1	Individual Case Basis
DS-3	Individual Case Basis
OC-3	Individual Case Basis
OC-12	Individual Case Basis
Greater than OC-12	Individual Case Basis
Wavelength (2.5G-10G)	Individual Case Basis
Ethernet	Individual Case Basis

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Nonrecurring Charges

Appropriate nonrecurring charges will be assessed per line on an individual case basis. Based on a Customer's requirements, a Customer may be offered a discount off of the applicable rate.

DS-1	Individual Case Basis
DS-3	Individual Case Basis
OC-3	Individual Case Basis
OC-12	Individual Case Basis
Greater than OC-12	Individual Case Basis
Wavelength (2.5G-10G)	Individual Case Basis
Ethernet	Individual Case Basis

Specialized Pricing Arrangements

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly-situated Customers on a non-discriminatory basis.

Advanced services, including, but not limited to, Data Transport Service, Fast Packet Transport Service, ISDN-Primary Rate Interface and Channelized Voice Transport will be provided on ICB pricing and terms.

4.3. Residential Services

[RESERVED FOR FUTURE USE]

***Actual rates cannot be determined until interconnection and/or resale agreements are entered into with applicable ILECs. Rates for the listed services herein will be competitive with rates for similar services offered by the ILEC.

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